No. 81-335

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In The

Supreme Court of the United States

October Term, 1981

BECHTEL POWER CORPORATION,

Petitioner,

v.

COMMONWEALTH OF PENNSYLVANIA and RAYMOND WILLIAMS, et al.,

Respondents.

On Writ of Certiorari To The United States Court of Appeals For The Third Circuit

REPLY BRIEF FOR THE PETITIONER BECHTEL POWER CORPORATION

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PRELIMINARY STATEMENT

The petition of Bechtel Power Corporation ("Bechtel") (No. 81-333) has been consolidated with four others (Nos. 81-280, 81-330, 81-331, and 81-332), each seeking review of the same judgment.* Respondents to each of the consolidated petitions are the Commonwealth of Pennsylvania and a class of minority operating engineers represented by twelve individuals (together, "respondents"). Bechtel submits this brief in response to those filed by respondents.

*In addition to the corporate affiliations of Bechtel Power Corporation set forth at p. iii of its Petition for Writ of Certiorari, the following are affiliates of Bechtel Power Corporation, or its parent Bechtel Group, Inc.: Highland Valley Services Company Limited, Societe Hoteliere de Fos, S.A., and Societe Civile Immobiliere de la Bastidonne.

In both their factual presentations and legal arguments, respondents have obscured and misrepresented the very limited role of petitioner Bechtel in the events producing its alleged liability. In Part I, below, respondents' factual misstatements are discussed. In Parts II, III, IV, and V, the merits of respondents' legal arguments are addressed.[1]

I

Respondents' broad generalizations ignore and misrepresent significant facts.

Respondents' briefs are salted liberally with references to "the employers" and "the petitioners", without distinction among the 1400 employers and several petitioners. "Employers" and "associations" are discussed as though interchangeable. Respondents' failure to recognize the clear differences between the various categories of defendants and their participation in critical events prejudices Bechtel and other unnamed defendants. Some of respondents' more egregious mischaracterizations and misstatements are discussed below.

A. *Matters Relating to the Employer Associations Are Irrelevant to Bechtel's Liability.*

Throughout respondents' briefs, the 1488 members of the "employer" subclass are portrayed as if all were members of the "association" subclass.[2] This characterization ignores the record below. The district court specifically found that

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[1]Bechtel, like petitioner United Engineers & Constructors Inc. ("United") (No. 81-330), is an unnamed member of the defendant contractor subclass. Bechtel adopts by reference the discussion in United's reply brief concerning the impropriety of the defendant class certification and the district court's lack of *in personam* jurisdiction over absent class members.

[2]Brief for Individual and Class Respondents, pp. 8, 8-12, 17, 21, 37.

"[r]elatively few [of the employers] are members of the defendant associations" (PA 29). Additionally, the evidence before the district court indicated that the named associations represented, at most, 241 of the 1488 identified employers — less than 20%. Respondents have never suggested any legal basis for connecting the remaining 1247 unaffiliated employers with the misdeeds of the associations, yet they continue to link both members and non-members with the associations.

Bechtel, in particular, is prejudiced by this "broad brush" attack because, to our knowledge, there is absolutely no evidence in the record that Bechtel was a member of any employer association. The associations were formed primarily for the purpose of negotiating local labor agreements with local unions, including Local 542 of the International Union of Operating Engineers ("Local 542"). Bechtel, however, is a party to a national agreement directly with the International Union of Operating Engineers. There is no basis in the record for respondents' contention that the associations were Bechtel's "negotiating agent" (Brief for Individual and Class Respondents, p. 37). Because the record is devoid of any evidence joining Bechtel and the associations, the conduct of the associations is simply of no consequence in determining whether Bechtel was properly held liable.

B. *Similarly, Bechtel Was Not Involved With Events Relating To The Philadelphia Plan and The Union's Affirmative Action Plan.*

Respondents invoke, as evidence of the perfidy of "the employers", certain events relating to the so-called Philadelphia Plan.[3] This was a program designed to implement Executive Order 11246 by insuring that contractors working on federally-funded or federally-assisted projects employed an

[3]Brief for Individual and Class Respondents, pp. 19, 32, 54.

appropriate number of minorities in each of several construction crafts (PA 31). Local 542 avoided participation in the Philadelphia Plan by substituting an Affirmative Action Plan, which was then signed by the named associations (PA 32). The district court found that: (1) Local 542 intentionally misstated its minority membership in the Affirmative Action Plan, (2) operating engineers would have been included in the Philadelphia Plan but for this overstatement of minority membership, and (3) the associations recklessly endorsed the misstatement (PA 35).

Whatever bearing these findings may have upon the liability of the associations, they are irrelevant to the liability of the employers. Clearly, the 1200-plus employers (including Bechtel) who did not belong to the signatory associations bear no responsibility for the actions of those associations with respect to Local 542's Affirmative Action Plan. Furthermore, the Philadelphia Plan, by its terms, applied only to the five counties of metropolitan Philadelphia, and had no application whatever to contractors working solely in the remaining 29 counties of Pennsylvania or in the State of Delaware, over which Local 542's jurisdiction also extends. Finally, because the Philadelphia Plan was designed to implement Executive Order 11246, it applied only to employers working on federally-funded or federally-assisted programs. There is no evidence in the record establishing which of the employers were within the coverage of the Philadelphia Plan.

This is no minor disagreement over a factual nuance. Respondents boldly assert that this Court may leave the decree below intact without concern because that decree does no more than impose on "petitioners" the obligations they "should have been under" pursuant to the Philadelphia Plan.[4] Bechtel is a "petitioner", and there is no evidence whatever that it

[4]Brief for Individual and Class Respondents, p. 54; see also p. 19.

would *ever* have been subject to the Philadelphia Plan. The district court did not find the employers liable because of events related to the Philadelphia Plan, and respondents' efforts to justify the decree on those grounds must fail, particularly as to employers such as Bechtel who were not shown to have been subject to the Philadelphia Plan.

C. *The Record Fails to Establish Any Link Between Bechtel and the JATC.*

The Joint Apprenticeship and Training Committee (JATC), established pursuant to local collective bargaining agreements, was a named defendant below. The district court found JATC "liable as the union is liable" (PA 167). Again, respondents improperly attempt to tar the employers, collectively, with JATC's culpability.

Respondents assert that "the employers, acting through the association, have equal authority for the operation of the JATC (PA 121)."[5] This statement is totally inaccurate with respect to the over 1200 employers who were not members of the associations. These employers played no role in the selection of JATC trustees. In fact, even as to employers who did participate in the selection of trustees, respondents' assertion is wrong as a matter of law. The trustees of the joint committee, regardless of by whom chosen, are independent fiduciaries beyond the control of either Local 542 or the associations. *See, NLRB v. Amax Coal Co.,* US. , 101 S.Ct. 2789 (1981).

Again, Bechtel has particular grounds for objecting to the liberties taken by respondents in linking its actions with those of a named defendant. Respondents acknowledge that the JATC is a creature of the local collective bargaining agreement (Brief for Individual and Class Respondents, p. 6), but there is

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[5]Brief for Individual and Class Respondents, p. 6.

no evidence in the record that Bechtel ever signed the local collective bargaining agreement.[6] Bechtel is a member of the defendant class because its national agreement obligates it to utilize local hiring halls where they exist. The hiring hall provisions of the local agreement with Local 542 are separate from the provisions establishing the JATC (see JA 227). Bechtel is unaware of any evidence in the record that its national agreement obligated the company to support the JATC or that Bechtel did, in fact, contribute to the funding of the JATC. Absent some evidence linking Bechtel and the JATC, findings with respect to the JATC's conduct are of no relevance to Bechtel's alleged liability.

D. *Bechtel Acted Only For Itself; and No Other Contractor Acted on Its Behalf.*

It is apparent from the foregoing that a fundamental flaw in respondents' brief is the treatment of "the employers" as a single entity capable of collective delegation and collective consciousness. Here again, respondents ignore the district court's findings and the realities of the construction world.

The district court expressly found "no sufficient proof that as a class the employers agreed to violate equal protection rights" (PA 197). Indeed, the district court found that "[n]ot even acquiescence of the whole class of employers in the sense of a conscious toleration of the discrimination of the union has been shown" (PA 198). Something less than 20% of the employers belonged to the named associations. Yet respondents paint all employers with the same brush. In so doing, they have not explained by what mechanism 1488 business competitors would or could move with a collective consciousness.

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[6]Respondents cite JA 320 as establishing that "the resulting contract was signed by all non-association employers." Brief for Individual and Class Respondents, p. 5. No such testimony or finding appears at JA 320.

Bechtel certainly never engaged in "collective" delegation of any authority. When Bechtel entered into its national agreement with the International Union, it bound no other employer to utilize any hiring hall. Nor did the agreement of United or Glasgow (or any other employer) to utilize the Local 542 hiring hall thereby obligate Bechtel to utilize the hiring hall. In short, Bechtel's hiring hall obligations arose independently of those assumed by the 1400-plus other contractors which are defendant class members.[7]

E. *The District Court Found No Evidence of Discrimination On The Part of Bechtel or The Defendant Class of Employers.*

Respondents' overly broad generalizations and characterizations mask one key aspect of the district court's decision. The district court did not find that Bechtel or the class of employers engaged in any act of discrimination. Not one. Indeed, the court determined that defendant-employer class neither knew of nor acquiesced in the discrimination perpetrated by Local 542 (PA 168, 195, 198). Respondents protest that a defendant cannot control a plaintiffs' theory of liability[8]; conversely, plaintiffs have pursued a particular theory of liability and are bound by its consequences. Respondents' continued insinuations that "the employers" have committed some violation of § 1981 cannot overcome the district court findings

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[7]A prime example of respondents' reckless disregard for the record is their discussion of "the petitioners[']" effort to remove the exclusive hiring hall from the local agreement through arbitration. Brief for Individual and Class Petitioners, p. 30, n. 42, and p. 49. Petitioner Bechtel, in fact, did not participate in those arbitration proceedings. Contrary to respondents' allegations, petitioner Bechtel has never "strenuously den[ied]" that it wanted an exclusive hiring hall and has never attempted to "vitiate the hiring hall".

[8]Brief for Individual and Class Plaintiff, p. 61.

to the contrary.[9] The liability of the employers is premised not on any act of their own, but solely on the acts of Local 542. Because neither the "nondelegable duty" theory nor the "respondeat superior" rationale advanced by respondents supports this extension of liability, the judgment below must be reversed.

II

The nondelegable duty standard proposed by respondents has no application under § 1981.

Bechtel seeks no exemption from coverage under § 1981 for construction-industry hiring halls. Bechtel urges only an interpretation of § 1981 consistent with its legislative history and its present scope and interpretation. It is respondents who, by urging this Court to graft upon § 1981 a "non-delegable duty" requirement, request that this Court add to the statute an element that Congress did not see fit to include, something this Court has said it will not do. *Northwest Airlines v. Transport Workers Union,* U.S. , 101 S.Ct. 1571 (1981).

To state that the "duty" imposed by § 1981 is "nondelegable" is meaningless until the substance of the duty created by § 1981, if any, is determined. Bechtel demonstrated in its principal brief that, if § 1981 imposes any duty at all on an employer, it imposes only the duty to refrain from *intentionally* discriminating in the selection and management of that employer's workforce. Respondents make no effort to refute that conclusion; indeed, they appear to reach a similar conclusion (Brief for Individual and Class Respondents, p. 47). A proscription limited to intentional discrimination, however, is the antithesis of the strict liability standard proposed by

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[9]Indeed, the evidence introduced by respondents established that the employers hired from referrals and terminated operating engineers in a nondiscriminatory fashion (JA 269, 270).

respondents. At the very least, liability for intentional discrimination requires a finding that *the decision maker* selected a course of action because of its adverse impact upon an identifiable group. *Personnel Administrator of Massachusetts v. Feeney*, 442 U.S. 256 (1979). There was no such finding here either as to Bechtel or the employer class.

Not surprisingly, respondents cite no judicial authority which supports their nondelegable duty theory. They refer to two cases involving § 1981[10]; these cases imposed liability on an employer based on the actions of supervisors employed by the employer. Several Title VII cases are cited[11]; these cases also imposed liability based on the actions of "supervisory personnel", "lower level of management", and the employer's "personnel officer." Respondents also rely on a series of "fair housing" cases[12]; in these cases, too, liability is imposed for the actions of agents. Thus, all of these cases on which respondents rely are actually "respondeat superior" cases and not "nondelegable duty" cases.

Accepting, as we do, that the Civil Rights Act of 1866 extends to private action, we submit that respondents bear a heavy burden of persuasion when they argue that Congress intended to incorporate into § 1981 a "nondelegable duty." As demonstrated above and in the reply briefs of United (No. 81-330) and Glasgow, Inc. ("Glasgow") (No. 81-332), respondents have failed to sustain this burden.

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[10]Brief for Individual and Class Respondents, p. 26, n. 33.

[11]*Id.* Respondents elsewhere acknowledge that the interpretation of Title VII is not pertinent to the interpretation of § 1981. *Id.*, p. 50 n. 63.

[12]Brief for Individual and Class Respondents, p. 26 n. 35.

III

The union-operated hiring hall was not the common law agent of Bechtel.

Respondents contend that, if § 1981 does not create a nondelegable duty, the employer class nevertheless can be held liable for the discrimination of the hiring hall based on principles of agency law.[13] Congress intended that the common law test of agency should apply to relationships created by our national labor law, *see, Carbon Fuel Co. v. United Mine Workers of America,* 444 U.S. 212 (1979), and the litmus test of the agency relationship is whether the purported principal has authority to control the physical conduct of the other party, *Logue v. United States,* 412 U.S. 521 (1973). As a matter of both law and fact, the employers here lacked control over the union-operated hiring hall.

As a matter of law, the employers, including Bechtel, were and are deprived of the means of controlling the day-to-day operation of the hiring hall by the National Labor Relations Act, as amended, 29 U.S.C. § 151 *et seq.* ("the NLRA"). *See* Brief for Petitioner Bechtel Power Corporation, p. 31, and Brief for Petitioner United Engineers & Constructors Inc., pp. 9-12; *see,* also, the *amicus curiae* brief filed by AFL-CIO in *National Association for the Advancement of Colored People v. Claiborne Hardware Co.* (No. 81-202), pp. 11-19.

Respondents ignore the significance of the NLRA. For example, respondents equate the use of union-operated hiring halls with the use of employment agencies.[14] However, an

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[13]Respondents have also propounded a "joint enterprise" or "joint venture" theory, not discussed by the courts below. We incorporate by reference the refutations of this theory set forth in the reply briefs of United and Glasgow.

[14]Brief for Individual and Class Respondents, p. 47.

employer is free to choose or not choose to use an employment agency, and to select from among the available agencies; the NLRA makes union representation a matter of choice for employees, not employers. An employer who has chosen to use an employment agency may terminate that relationship at any time; the NLRA makes unlawful an employer's effort to terminate its relationship with a labor organization which represents a majority of its employees.

The district court did not discuss the relevance of the National Labor Relations Act. It considered the existence of the collective bargaining agreement, and an employer's right to enforce that agreement, as sufficient evidence of a right of control over the hiring hall. However, this Court has already rejected the argument that every contractual relationship can be read as an agency relationship, *Logue v. United States, supra.* Respondents also fail to explain on what basis the employer class, which had no knowledge that the union was in violation of the agreement, had a duty to commence legal action to enforce the agreement.[15]

It does not diminish the significance of the national policy favoring equal employment opportunity for this Court to give effect to the equally long-standing national policy favoring orderly and stable labor relations. Respondents fail to recognize the intersection in this case of these two national

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[15]As evidence of an employer's right of control over the hiring hall, respondents cite the non-discrimination clause which was added to the local collective bargaining agreement in 1971. In fact, the legal effect of this clause is to restrict, not expand, the scope of any agency liability. A person with notice of a limitation of an agent's authority cannot subject the principal to liability upon a transaction with the agent if the person should know that the agent is acting improperly. Restatement of Agency, Second, § 166 (1958). The addition of the non-discrimination clause gave notice to all who transacted business with the hiring hall that it was not authorized by the employers to discriminate. Thus, the employers clearly cannot be held liable under agency principles for acts occurring after 1971.

policies. Rather, they characterize the discussion of the national labor law as an unworthy effort to construct some sort of "shield." Bechtel's position, however, is simply that the reality of the legal relationship created by the National Labor Relations Act must be taken into account when judging whether the common law test of agency is satisfied here. If this be a shield, it is one constructed long ago by the common law and act of Congress.

IV

The injunctive decree against the employers is not authorized by the All Writs Act, 28 U.S.C. § 1651.

Respondents urge that the All Writs Act, 28 U.S.C. § 1651,[16] provides a sufficient basis for the injunctive decree against the employers. Respondents are in error. The injunctive decree against the employers is neither necessary nor reasonable, under the circumstances of this case, and clearly fails to pass the tests enunciated recently by this Court in *United States v. New York Telephone Co.*, 434 U.S. 159 (1977).

Common to *New York Telephone Co., supra,* and its progeny, is a situation in which a person subjected to an injunctive decree was not a party in the original lawsuit or, if a

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[16]The All Writs Act provides that:

> [t]he Supreme Court and all courts established by Act of Congress may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law. 28 U.S.C. § 1651(a).

The district court did not rely upon the All Writs Act to support its injunctive decree. Rather, the court of appeals *sua sponte* requested supplemental briefing on the issue of whether the employers, if not liable under § 1981, were nevertheless appropriate parties to an injunction for the purpose of making effective a remedy against Local 542. The court of appeals did not find thereafter that the injunctive decree against the contractors was authorized by the All Writs Act.

party, was non-culpable.[17] The following discussion considers the scope of authority conferred by the All Writs Act over non-culpable parties such as the employers in this case.

A. *The Injunctive Decree Against the Employers Is Not "Necessary" To Remedy the Union's Acts of Discrimination.*

Respondents assert that "necessity required the inclusion of the employers" because the district court reformed their labor agreement with Local 542, set minority employment quotas, authorized direct hiring of minorities, and mandated training programs to remedy alleged shortcomings of the associations.[18] The "necessity" for the mandated training programs may be dismissed quickly. Absent evidence that Bechtel was a member of any association, it cannot be mandated to assume the burden of correcting the shortcomings of the associations.

To argue that the employers were "necessary" because the district court imposed on them racial employment quotas and authorized direct hiring of minorities is circular reasoning of the highest magnitude.[19] The relevant question is not whether an injunction against the employers is necessary to implement racial employment quotas, but whether those quotas — and the various measures taken to implement, record, monitor, and

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[17]Bechtel agrees with petitioner Glasgow that, even if the employers are considered culpable, the injunctive decree against them was unjustified and must be vacated. Brief on Behalf of Petitioner Glasgow, Inc., pp. 31-35.

[18]Brief of Individual and Class Respondents, p. 58.

[19]With regard to the alleged reformation of the labor agreement (Brief of Individual and Class Respondents, pp. 14, 19, 58), the district court never mentioned that it was reforming the local collective bargaining agreement, not even at JA 250, cited by respondents. Even more certainly, the district court never undertook to reform Bechtel's national agreement with the International Union of Operating Engineers.

enforce them — are themselves necessary to remedy the acts of Local 542 and JATC. The answer is that they are not.[20]

"Necessity" for the exercise of authority under the All Writs Act exists when a court must remove obstacles to the implementation of its lawful decree. It is not sufficient that there is someone in a position to theoretically frustrate implementation of the decree; there must be evidence that the person has so acted, or at least reason to believe he will act, to frustrate an order of the court. Thus, even the decisions upon which respondents rely deal with orders against persons actively interfering with court-ordered school desegregation[21]; and in *United States v. New York Telephone, supra,* the telephone company had refused to assist federal investigators, thereby necessitating an ancillary order directing it to do so.

There is no evidence here that the employers have frustrated or will frustrate the court's efforts to prevent discrimination. Here, the employers have made no efforts to resist the implementation of racial quotas for hiring hall referrals by the union. Evidence introduced by respondents at trial demonstrated that in the past the employers exercised their prerogatives under the agreement in a nondiscriminatory fashion (PA 269). In short, there is no reason to believe that the employers, as a class, will undertake any course of action designed to frustrate the purposes of an injunctive decree against Local 542. Moreover, should an employer do so, it might well then be subject to the district court's authority under the All Writs Act; but that event has not yet occurred.

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[20]Contrary to the assertions of the respondents, petitioner Bechtel has never conceded at any stage of these proceedings that imposition of racial quotas on the employers was necessary.

[21]*Bullock v. United States,* 265 F.2d 683 (6th Cir.), *cert. denied,* 360 U.S. 909 (1959); *Faubus v. United States,* 254 F.2d 797 (8th Cir. 1958); *Griffin v. County School Board of Prince Edward County,* 377 U.S. 218 (1964).

Nor is the imposition of quotas upon the non-culpable employers "necessary" to fully remedy the past discriminatory acts of Local 542. The district court found that a pattern of discriminatory referrals by Local 542 caused an under-representation of minorities in the overall operating engineers workforce (PA 161, 163). The employers retain the right to hire from among those referred (PA 26), and respondents' own evidence established that the employers have made this decision in a non-discriminatory fashion (PA 269). The respondents' evidence also demonstrated that the employers have not terminated minorities for discriminatory reasons (PA 270). In other words, when the union has referred minorities, the employers have employed minorities. Thus, for purposes of prospective injunctive relief, correction of the union's referral practices is all that is necessary to provide minorities with their fair share of work.

Respondents' discussion of long-term and short-term jobs[22] simply misses the point. The overall "number of hours that operating engineers work" is controlled not by the employers, but by the needs of the job — a contractor cannot decide to build a little more bridge or power plant this month in order to meet a work hours quota. More importantly, if Local 542 makes referrals in a random, nondiscriminatory fashion (as it is required to do), the distribution of long-term and short-term jobs will likewise be random and nondiscriminatory.[23] Furthermore, there was neither evidence nor finding that the employers discriminated in requesting referrals for short-term or long-term jobs. Therefore, there is no basis for a finding that an injunction imposing racial quotas on the employers is

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[22]Brief for Individual and Class Respondents, p. 53, n. 65.

[23]This statistical principle was the foundation of respondents' proof at trial that Local 542 had made referrals in a discriminatory fashion, and is equally reliable when fashioning a remedy.

"necessary" to provide effective relief to respondents. *See, Eldredge v. Carpenters 46 Northern California Counties Joint App. and Training Comm.*, 662 F.2d 534 (9th Cir. 1981), holding that employers who hired apprentices were not "necessary" parties under Federal Rule of Civil Procedure 19 in order to provide relief against alleged discrimination of Joint Apprenticeship and Training Committee.

B. ***The Injunctive Decree Against the Employers Is Unreasonably Burdensome.***

Even where it is found necessary to subject a non-culpable person to an injunctive decree, the obligations imposed by the injunction must not be burdensome. *United States v. New York Telephone Co., supra.* The injunctive order in *New York Telephone Co.* was found to be reasonable because it required the company to furnish only "meager assistance", required only actions that the company often undertook in its own business, was only to be in effect for 20 days, and directed that the company be compensated at prevailing market rates.

The injunctive decree here requires far more than "meager assistance" as applied against the employers. It subjects members of the employer class to future liability for failure to meet racial quotas (despite the absence of any finding of past discrimination by the class); requires detailed monthly reports of hours worked and wages paid in each district of the union; and requires financing by the employers of special training programs, publicity programs, and the sending of notice packets to class members. Moreover, the decree here is to be in effect, not for 20 days, but for five (5) years. Finally, rather than being compensated for the cost of compliance, Bechtel and other employers are expected to finance the reporting and training burden out of their own pockets. When imposed on non-culpable employers, these burdens are unreasonable under any fair standard of judgment.

V

The decision in this case will in no event impede continued progress toward equal employment opportunity.

Respondents correctly point out that the consolidated petitions "deal . . . with the scope of § 1981 and not Title VII."[24] The Court's interpretation of § 1981 in these cases will neither expand nor contract the rights and remedies afforded by Title VII of the Civil Rights Act of 1964. Employers in the construction industry, with or without hiring halls, as well as labor unions, will remain liable for any breach of their Title VII duty to provide equal opportunity. Respondents here simply chose not to exercise, as to Bechtel or the class of employers, the rights afforded them by Title VII. Fundamental questions concerning the proper interpretation of § 1981, however, cannot turn on plaintiffs' election of remedies. Rather, § 1981 must be interpreted and applied in a manner consistent with its own legislative history and present-day scope.

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[24]Brief for Individual and Class Respondents, p. 50 n. 63.

CONCLUSION

For the foregoing reasons, as well as those expressed in the briefs filed by petitioners in Nos. 81-280, 81-330, 81-331, and 81-332, incorporated herein by reference, petitioner Bechtel Power Corporation respectfully requests that this Court reverse the judgment of the court of appeals and direct that the case be remanded to the district court with instructions to vacate the injunctive decree in so far as it applies to Bechtel.

Respectfully submitted,

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